

STATEMENT OF TERMS AND CONDITIONS

For

The State Of Wisconsin

Basic Local Exchange Telecommunications Services

provided by

PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications
d/b/a CrossConnect

TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
APPLICATION OF TERMS AND CONDITIONS.....	5
SECTION 1 – DEFINITIONS AND ABBREVIATIONS.....	6
SECTION 2 – RULES AND REGULATIONS	11
2.1. UNDERTAKING OF THE COMPANY.....	11
2.1.1. Scope.....	11
2.1.2. Shortage of Equipment or Facilities	11
2.1.3. Terms And Conditions.....	11
2.1.4. Liability Of The Company.....	12
2.1.5. Service-Affecting Activities	18
2.1.6. Provision of Equipment and Facilities.....	18
2.1.7. Non-Routine Installation.....	19
2.1.8. Special Construction	20
2.1.9. Ownership of Facilities.....	20
2.2. PROHIBITED USES	20
2.2.1. No Unlawful Purpose.....	20
2.2.2. Compliance Letter Required.....	20
2.2.3. No Interference	21
2.2.4. Assignment Provisions	21
2.2.5. Company Provided Equipment.....	21
2.2.6. Service Used for Compensation.....	21
2.2.7. Service Used to Annoy or Harass	21
2.2.8. Service Used for Lewd or Obscene Purposes.....	21
2.2.9. Service Used for Impersonation	21
2.2.10. Service Used Without Payment	22
2.2.11. Rights and Titles Remain with Company	22
2.2.12. Use That Interferes with Other Customers	22
2.2.13. Use for Solicitation by Recorded Messages	22
2.2.14. Use for Clerical Services	22
2.3. OBLIGATIONS OF THE CUSTOMER	22
2.3.1. Payment of Bills and Charges.....	22
2.3.2. Unauthorized Use	23
2.3.3. Identification.....	23
2.3.4. Company-Provided Equipment and Facilities	23
2.3.5. Resources and Rights of Way	24
2.3.6. Working Conditions.....	24
2.3.7. Compliance with Regulations.....	25
2.3.8. Compliance with Law	25

2.3.9.	Liens or Encumbrances	25
2.3.10.	Relationship	25
2.3.11.	Station Equipment.....	25
2.3.12.	Interconnection of Facilities	26
2.3.13.	Inspections	26
2.4.	CUSTOMER EQUIPMENT AND CHANNELS – BUSINESS CUSTOMERS	27
2.4.1.	General.....	27
2.4.2.	Station Equipment.....	27
2.4.3.	Interconnection of Facilities	27
2.4.4.	Inspections	28
2.5.	PAYMENT ARRANGEMENTS	28
2.5.1.	Establishment of Service	28
2.5.2.	Payment for Service.....	30
2.5.3.	Billing and Collection of Charges	31
2.5.4.	Advance Payments.....	32
2.5.5.	Deposits	32
2.5.6.	Customer Complaints and Disputed Bills.....	36
2.5.7.	Late Payment Charges	38
2.6.	ALLOWANCES FOR INTERRUPTIONS IN SERVICE	39
2.6.1.	Credit for Interruptions	39
2.6.2.	Cancellation for Service Interruption	39
2.6.3.	Use of Another Means of Communications.....	39
2.7.	USE OF CUSTOMER’S SERVICE BY OTHERS	40
2.8.	DISCONNECTION OF SERVICE	40
2.8.1.	Suspension of Service	40
2.8.2.	Disconnection and Refusal of Service	40
2.9.	RESTORATION OF SERVICE	43
2.10.	NOTICES AND COMMUNICATIONS	44
2.11.	FULL FORCE AND EFFECT.....	44
2.12.	CREDIT LIMIT	44
SECTION 3 – DESCRIPTION OF SERVICE.....		45
3.1.	APPLICATION OF RATES.....	45
3.1.1.	General.....	45
3.1.2.	Application of Business and Residential Rates	45
3.1.3.	Service Areas	46
3.1.4.	Local Calling Areas	46

3.2.	CHARGES BASED ON DURATION OF USE.....	46
3.2.1.	Duration Rules	46
3.2.2.	Applicable Rate Periods.....	47
3.3.	RATES BASED UPON DISTANCE	47
3.3.1.	General.....	47
3.3.2.	Calculating Distance	47
3.4.	NON-RECURRING CHARGES.....	48
3.4.1.	Connection Charge	48
3.4.2.	Moves, Adds and Changes.....	48
3.4.3.	Trouble Isolation Charge	49
3.4.4.	Missed Appointment.....	49
3.4.5.	Restoral Charge.....	49
3.4.6.	Conversion Fee	49
3.5.	NETWORK EXCHANGE SERVICES.....	50
3.5.1.	General.....	50
3.5.2.	Services Offered.....	51
3.6.	RESIDENTIAL SERVICES.....	52
3.6.1.	Residential Bundled Services	52
3.6.2.	Custom Calling Features.....	53
3.7.	BUSINESS SERVICES.....	54
3.8.	DIRECTORY LISTINGS.....	54
3.8.1.	Regulations	54
3.8.2.	Descriptions	55
3.9.	DIRECTORY ASSISTANCE AND CALL COMPLETION.....	56
3.9.1.	Directory Assistance	56
3.9.2.	Call Completion	56
3.10.	OPERATOR SERVICES.....	57
3.10.1.	Generally.....	57
3.10.2.	Busy Line Verification and Line Interrupt Service	57
3.11.	ADDITIONAL CHARGES	58
3.11.1.	Subscriber Line Charge	58
3.11.2.	Other Government Fees or Charges.....	58
3.11.3.	Casual Traffic Charges	58
3.11.4.	Primary Interexchange Carrier Change Charge.....	58
3.11.5.	Local Number Portability (LNP)	58
3.11.6.	Public Telephone Surcharge	58
3.11.7.	Network Connectivity Charge	59

3.12.	CUSTOM CALLING FEATURES	59
3.12.1.	Generally.....	59
3.12.2.	Feature Descriptions	59
3.13	SPECIAL EXTENDED SERVICE AREA ARRANGEMENTS.....	62
3.13.1	One Way Optional Service to Milwaukee Metro Area.....	62
SECTION 4 – RATES AND CHARGES.....		63
4.1.	NETWORK SWITCHED SERVICES	63
4.1.1.	Residential Bundled Services	63
4.1.2.	Business Services.....	63
4.2.	ADDITIONAL/MISCELLANEOUS CHARGES.....	64
4.2.1.	Non-Recurring Charges	64
4.2.2.	Trouble Isolation Charge	64
4.2.3.	Custom Calling Features.....	65
4.2.4.	Special Extended Service Area Arrangements	65
4.2.5.	Additional Monthly Charges	65
4.2.6.	Directory Listing.....	65
4.2.7.	Directory Assistance	66
4.2.8.	Local Operator Services.....	66
4.2.9.	Presubscribed Interexchange Carrier Charge	66
4.2.10.	Pay Telephone Surcharge	66
4.3.	911 TELEPHONE SERVICE.....	66
4.3.1.	General.....	66
4.3.2.	Regulations	66
4.4.	ACCESS TO TELEPHONE RELAY SERVICES.....	67
4.5.	CALL BLOCKING SERVICE.....	67
4.6.	SERVICE PROVIDER OPTIONS.....	67
4.6.1.	No Primary Interexchange Carrier Option.....	67
4.6.2.	Two Primary Interexchange Carrier Option	67
4.6.3.	Preferred Carrier Freeze.....	68
4.6.4.	Carrier Change Charge	68
4.7.	PROMOTIONS.....	68
SECTION 5 – EXCHANGES SERVED		69
5.1.	WBI Exchanges	69

APPLICATION OF TERMS AND CONDITIONS

These Terms and Conditions (T's & C's) set forth the Service offerings, rates, terms and conditions applicable to the provision of intrastate reseller and facilities-based competitive Basic Local Exchange telecommunications Services offered by PNG Telecommunications, Inc. d/b/a PowerNet Global Communications ("PNG") to Customers located within the State of Wisconsin by virtue of one-way and/or two-way information transmission.

PNG's Services currently are offered only to Residential Customers

SECTION 1 – DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout these T's & C's are defined in this section. Other terms having reference only to a specific Service offered by the Company may be defined in the sections applicable to that Service.

Access Line: a circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

Applicant: the individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to the Company for Services provided as set forth in these T's & C's.

Authorized User: a person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

Basic Local Exchange Service: Service that includes the following:

- Single-party Service;
- Voice grade access to the public switched network;
- Support for local use;
- Dual tone multifrequency signaling (touch-tone);
- Access to emergency Services (E911);
- Access to operator Services;
- Access to Interexchange Services;
- Access to directory assistance; and
- Toll limitation Services.

Business Customer: a Business Customer is a Customer who subscribes to the PNG's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: Service will be classified as Business Service if Service is used primarily or substantially for a paid commercial, professional or institutional activity; or

- A. The Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- B. The Service number is listed as the principal or only number for a business in any telecommunications directory; or
- C. The Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

Called Station: the terminating point of a call (i.e., the called number).

Carrier: an entity certified by the Wisconsin Public Service Commission (“Commission”) to provide telecommunications Services within Wisconsin. Companies providing telecommunications Services but for which certification is not required by Commission are also included in this definition.

Central Office: a switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one Central Office may be located in the same building.

Central Office Area: the specific section of an Exchange Area served by a particular Central Office or by a particular group of Central Offices.

Channel: a communications path between two or more points of termination.

Class of Service: the term used in describing Exchange Service with respect to the character of use to be made of such Service. The Company may furnish Residence only or Residence and Business Service. The classification of a Customer’s Service as Business or Residential is determined by these regulations, which define the character of use for rate purposes. (See Business Customer and Residential Customer for more details.)

Commission: Wisconsin Public Service Commission

Company: PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a CrossConnect (“PNG”)

Customer: the individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone Service and is responsible for the payment of charges and compliance with the rules and regulations of PNG.

Customer Premises: a location(s) designated by the Customer for the purposes of connecting to Company’s Services.

Directory Listing: the publication in alphabetical directory published by an incumbent LEC of information relative to a subscriber’s telephone number, by which telephone Users are enabled to ascertain the telephone number of a desired telephone.

Disconnect or Disconnection: the cessation of Service not requested by a Customer.

End User: Any person, firm, corporation, partnership or other entity which uses the Services of PNG under the provisions and regulations of these T’s & C’s. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.

Error: a discrepancy or unintentional deviation by the Company from what is correct or true. An “error” can also be an omission in records.

Exchange: a basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

Exchange Area: the territory included within the boundaries of an Exchange, as shown on maps on file with the Commission.

E911 Customer: a governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

E911 Service Area: the geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

Facility, Facilities: includes, in the aggregate or otherwise, but is not limited to, the following:

Channels	Lines
Apparatus	Devices
Equipment	Accessories
Communications paths	Systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

Final Account: a Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Handicapped: a person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 No. 126 dated June 30, 1970).

Legally Blind: a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped: a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped: a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

Installation Charges: charges that are assessed on a non-recurring basis at the establishment of a Service. The terms “Installation Charges” and “non-recurring charges” are used interchangeably within this Tariff to refer to non-variable charges.

Interexchange: telephone calls, traffic, Facilities or other items that originate in one Exchange and terminate in another.

Interface: that point on the Premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to Facilities provided by the Company.

InterLATA Toll Service: a toll Service provided for the purpose of making InterLATA calls.

InterLATA: a term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

IntraLATA Toll Service: a toll Service provided for the purpose of making toll calls that originate and terminate in the same LATA but that terminate outside of the Customer’s Local Calling Area.

IntraLATA: a term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

Interruption: the inability to complete calls, either incoming or outgoing or both, due to Company Facilities malfunction or human Errors.

Joint User: an individual, partnership, association or corporation sharing a Customer’s Exchange Service according to the provisions of this Tariff for such shared use.

Local Access and Transport Area (LATA): a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. tariff F.C.C. No. 4 or its successor tariffs.

Local Calling Area: one or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

Local Exchange Carrier: a company that furnishes Local Exchange telecommunications Service.

Local Exchange Service: the furnishing of telecommunications Service to individual residence and Business Customers within a specified geographical area for Basic Local Exchange Service.

Local Exchange Service Area: the area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of the Company or of other telephone companies.

Person-to-Person: a call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

Premises: the building, or portion or portions of a building, occupied at one time by a Customer either as a residence or for business use.

Public Safety Answering Point (“PSAP”): an answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

Residence Location: a place in which a person actually lives continuously and which is considered to be the person’s home.

Residential Customer: a Residential Customer is a person to whom telecommunications Services are furnished by PNG predominantly for personal or domestic purposes at the person’s dwelling.

Residential Service: Service will be classified as Residential Service if none of the conditions of Business Service preceding apply, and:

- A. the use of the Service is primarily and substantially of a social or domestic nature, and
- B. Service is located in a residence or, in the case of a combined business and residence Premises, the Service is located in a bona fide residential quarters of such Premises while Business Service is located in the business quarters of the same Premises.

Service(s): the intrastate telecommunications services that Company offers as set forth in these T’s & C’s.

Station: telephone equipment from or to which calls are placed.

Suspend or Suspension – a temporary discontinuance of Service instituted by the Company prior to Disconnection.

Telecommunications Relay Service (TRS): enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

User: a Customer or any other person authorized by the Customer to use Service provided under this Tariff.

Working Day: any day on which Company’s business office is open and the U.S. Mail is delivered.

SECTION 2 – RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. Scope

The Company undertakes to furnish both reseller and Facilities-based competitive local Exchange communications Service within the State of Wisconsin pursuant to the rates, terms and conditions set forth in these T's & C's.

Customers and Users may use Services and Facilities provided under these T's & C's to obtain access to services offered by other service providers. The Company is responsible under these T's & C's only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2. Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by the Company, when necessary because of lack of Facilities, or due to some other causes beyond the Company's control.
- B. The furnishing of Service under these T's & C's is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of the Company's Facilities as well as Facilities the Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of the Company.
- C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the applicable minimum standards set forth in the Commission's rules as amended from time to time.

2.1.3. Terms And Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in these T's & C's, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in these T's & C's. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the

then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service order and these T's & C's prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order shall survive such termination.

- D. Service may be Disconnected upon written notice or without notice to the Customer pursuant to Commission rule and the provisions of these T's & C's.
- E. These T's & C's shall be interpreted and governed by the laws of the State of Wisconsin regardless of its choice of laws provision.

2.1.4. Liability Of The Company

Because the Customer has exclusive control of its communications over the Services furnished by the Company, and because Interruptions and Errors incident to these Services are unavoidable, the Services the Company furnishes are subject to the terms, conditions, and limitations specified in these T's & C's and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under these T's & C's.

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, Interruptions, delays, or Errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts or omission, shall be limited to the lesser of \$500 or, in the event of a failure of Service, an amount equal to no more than the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for Interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of the Company's employees or agents.

- B. Limits of Liability

Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

1. Circumstances Beyond the Company's Control – the Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or

claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve the Company's employees.

2. Acts of Other Entities – the Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers' facilities or equipment used for or with the Services the Company offers, or (b) for the acts or omissions of other Carriers or warehousemen.
3. Acts of the Customer – the Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises equipment purchased or leased from the Company by the Customer.
4. Damage to Customer's Premises – the Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers, or supplying Carriers to the Company, shall be deemed to be agents or employees of the Company.
5. Liability for Acts of Other Carriers or Companies – the Company shall not be liable for any act or omission of any other company or companies supplying a portion of the Service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.
6. Liability for Transmission Errors – the Company shall not be liable for damages arising out of mistakes, omissions, Interruptions, delays, Errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of Service during which such mistake, omission, Interruption, delay,

Error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

7. Disconnection of Service – the Company shall not be liable for the Disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations.
8. Violations – the Company shall not be liable for violations of the obligations of the Customer under these T's & C's.
9. Interruption – the Company shall not be liable for the Interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in these T's & C's.
10. Loss, Destruction or Damage – the Company shall not be liable for any, loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees.
11. Unlawful Acts – the Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
12. Disclosure – the Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto.
13. Fees – the Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of these T's & C's.
14. Caller ID Blocking – the Company shall not be liable for any failures, Errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company.
15. Unauthorized Use – the Company shall not be liable for any unauthorized use of the Service provided to Customer.

C. Indemnification

Notwithstanding the Customer's obligations as set forth in Section 2.3, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by others authorized by it to use the Service against any claim, loss or damage arising directly or indirectly from Customer's use of Services furnished by the Company, including:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service;
2. A breach in the privacy or security of communications transmitted over Company's Facilities;
3. Any loss, destruction or damage to the property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
4. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; and
5. All other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company.

- D. Limitations of Damages and of Period for Bringing Claims – the entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the Service related to the claim is rendered.

- E. Express and Implied Warranties – THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- F. Service Installation and Operation – the Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by the Company at such locations. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. Connection to the Company’s Network – the Company shall not be liable for the Customer’s failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company’s network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly Interfaced with the Company’s Service, that the signals emitted into the Company’s network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer’s expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer’s Service without liability.
- H. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR

FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

- I. Errors in Billing – the liability of Company for Errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- J. Provision of Service – the Company will use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in these T's & C's. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing Service to any Customer.
- K. Emergency 911 Number Service

With respect to emergency 911 number Service:

- 1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, Interruptions, delays, Errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and Facilities furnishing this Service.
- 2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

- L. Directory Listings and Directory Assistance

1. Except as provided by Commission rules, in the absence of gross negligence or willful misconduct, the Company has no liability for damages arising from Errors, mistakes in or omissions of Directory Listings, or Errors, mistakes or omissions of listings obtainable from the directory assistance operator, including Errors in the reporting thereof.
2. The Company's liability arising from Errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to the Company and there will be no recovery by a Customer for loss of business to a Customer for Errors or omissions in Directory Listings.
3. In conjunction with private and semi-private listing Services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
4. When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such government authority. By subscribing to Service under these T's & C's, the Customer acknowledges and agrees with the release of information under the provisions as described above.

2.1.5. Service-Affecting Activities

- A. The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance.
- B. The Company will perform adequate scheduling so as to provide Service to a Customer at a mutually agreed upon time.
- C. The Company will meet or exceed all applicable Service Quality Standards as may be instituted by the Commission from time to time.

2.1.6. Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in these T's &

C's. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

- B. The Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute or change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to these T's & C's, the responsibility of the Company shall be limited to the furnishing of Facilities offered under these T's & C's and to the maintenance and operation of such Facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. The reception of signals by Customer-provided equipment.

2.1.7. Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

2.1.8. Special Construction

Subject to the agreement of the Company and to all of the regulations contained in these T's & C's, special construction of Facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its Services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent Facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9. Ownership of Facilities

Title to all Facilities in accordance with these T's & C's remains in the Company, its agents or contractors.

2.2. PROHIBITED USES

2.2.1. No Unlawful Purpose

The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2. Compliance Letter Required

The Company may require business Applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.2.3. No Interference

Service may not be used in any manner which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4. Assignment Provisions

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company.

2.2.5. Company Provided Equipment

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.

2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.8. Service Used for Lewd or Obscene Purposes

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

2.2.9. Service Used for Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

2.2.10. Service Used Without Payment

The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.11. Rights and Titles Remain with Company

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

2.2.12. Use That Interferes with Other Customers

If a Customer's use of Service interferes unreasonably with the Service of other Customers, the interfering Customer will be required to take Service in sufficient quantity or of a different class or grade.

2.2.13. Use for Solicitation by Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.2.14. Use for Clerical Services

A Business Customer may extend Service capable of two-way communication to the location of another Business Customer for the purpose of performing clerical services, which include the answering and originating of telephone calls. All regulations governing use of Service and the charges normally associated with the equipment and Channels involved are applicable.

2.3. OBLIGATIONS OF THE CUSTOMER

2.3.1. Payment of Bills and Charges

- A. The Customer shall be responsible for the payment of all applicable charges pursuant to these T's & C's.
- B. The Customer is responsible for the payment of charges for visits by Company's agents or employees to the Premises of the Customer or

Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.

- C. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer that are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.

2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

2.3.3. Identification

- A. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.
- B. The Customer is responsible for establishing its identity as often as is necessary during the course of the call or when seeking credits from Company.

2.3.4. Company-Provided Equipment and Facilities

- A. Damage to Company Facilities or Equipment – unless caused by the negligence or willful misconduct of the employees or agents of the Company, the Customer shall be responsible for reimbursing the Company for damage to, or loss of, the Company's Facilities or equipment caused by 1) the acts or omissions of the Customer; or 2) the failure of the Customer to comply with these regulations; or 3) by fire or theft or other casualty on the Customer's Premises. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- B. Return of Equipment – Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

2.3.5. Resources and Rights of Way

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under these T's & C's.
- B. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for Interruptions in Service will be made for the period during which Service is interrupted for such purposes.
- C. The Customer shall be responsible for providing, at no charge to the Company and as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.

2.3.6. Working Conditions

- A. The Customer shall be responsible for providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- B. The Customer shall be responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.
- C. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.4. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided Facilities, shall be borne entirely by, or

may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service.

2.3.7. Compliance with Regulations

The Customer is responsible for compliance with applicable regulations set forth in these T's & C's.

2.3.8. Compliance with Law

The Customer shall be responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company Facilities and equipment in any Customer Premises or the rights of way for which the Customer is responsible under Section 2.4 and granting or obtaining permission for the Company's agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the Facilities or equipment of the Company.

2.3.9. Liens or Encumbrances

The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from the Company.

2.3.10. Relationship

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and the Company is anything other than one of Customer and supplier, respectively. Nothing in these T's & C's gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in these T's & C's constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

2.3.11. Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair

the Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances.

- C. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service Interruptions as set forth in Section 2.6 following is not applicable.
- D. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.3.12. Interconnection of Facilities

Any special Interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. The Company's Services as detailed in these T's & C's may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carriers which are applicable to such connections. Facilities furnished under these T's & C's may be connected to Customer-provided terminal equipment in accordance with the provisions of these T's & C's.

2.3.13. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in these T's & C's for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned Facilities and equipment. No credit will be allowed for any Interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the Suspension of Service, to protect its Facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

2.4. CUSTOMER EQUIPMENT AND CHANNELS – BUSINESS CUSTOMERS

2.4.1. General

A User may transmit or receive information or signals via the Facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in these T's & C's. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in these T's & C's.

2.4.2. Station Equipment

- A. Terminal equipment on the Business User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Business User. The Business User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Pont of Connection.
- B. The Business Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Business Customer's expense.

2.4.3. Interconnection of Facilities

- A. Any special Interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Communication Services and the Channels, Facilities, or equipment of others shall be provided at the Business Customer's expense.
- B. Communication Services may be connected to the Services or Facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carriers that are applicable to such connections.
- C. Facilities furnished under these T's & C's may be connected to Customer-provided terminal equipment in accordance with the provisions of these T's & C's. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be

installed and maintained in compliance with all such legal and regulatory requirements.

- D. Users may interconnect communications Facilities that are used in whole or in part for interstate communications to Services provided under these T's & C's only to the extent that the User is an "End User" as defined below:
- E. "End User" means any Customer of an interstate or foreign telecommunications service that is not a Carrier except that a Carrier other than a telephone company shall be deemed to be an "End User" when such Carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the Premises of such reseller.

2.4.4. Inspections

- A. Upon suitable notification to the Business Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Business Customer is complying with the requirements set forth in these T's & C's for the installation, operation, and maintenance of Customer-provided Facilities, equipment, and wiring in the connection of Customer-provided Facilities and equipment to Company-owned Facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its Facilities, equipment, and personnel. The Company will notify the Business Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Business Customer must take this corrective action and notify the Company of the action taken. If the Business Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the Suspension of Service, to protect its Facilities, equipment and personnel from harm.

2.5. PAYMENT ARRANGEMENTS

2.5.1. Establishment of Service

- A. Application for Service
 - 1. An Applicant for Service may be required by the Company in its sole discretion to sign an application form requesting the Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in these T's & C's. This application for Service, where required by the Company, together with the provisions of these T's & C's, establishes the Contract between the

Company and the Customer, which may not be assigned or transferred by the Customer in any manner.

2. If Customer's Service has been Disconnected and the Customer wishes to reestablish Service, payment of all unpaid, undisputed charges, as well as a Deposit and Advance Payment for all connection charges, may be required prior to re-establishing Service.

B. Establishment of Credit

1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, may require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an Applicant or Customer from compliance with other provisions of these T's & C's as to the payment of bills and in no way modifies the Sections regarding Disconnection of Service for failure to pay bills due for Service furnished.
2. Company may require any Applicant or Customer to establish and maintain credit in one of the following ways as may be permitted by the Commission's rules:
 - (a) Demonstrating credit satisfactory to Company by providing information pertinent to the Applicant's or Customer's credit standing;
 - (b) Providing a suitable guarantee in writing, in a form prescribed by Company; or
 - (c) Paying a cash deposit pursuant to Section 2.5.5.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

3. Company will extend credit to an Applicant or Customer without a deposit under the following circumstances as required in PSC 165.051:
 - (a) New Residential Accounts
 1. The Customer does not have an outstanding account balance with any Wisconsin telecommunications utility which accrued within the last 6 years; or
 2. The Customer is not attempting to receive service with intent not to pay for the same. The Company may infer

such intent from all the circumstances surrounding the application; or

3. The Customer will not clearly be unable to pay for service rendered at the time such payment is due based on the Company's credit investigation.

(b) Existing Residential Service

1. The Service of the Customer has not been disconnected by the Company once within the last 12-month period for nonpayment of a delinquent service account; or
2. The Customer's credit information does not indicate that the initial application for service was falsified or incomplete to the extent that a deposit would otherwise be required by the Commission's rules.

(c) Business Service

The Business Service Customers' credit has not been established to the Company's satisfaction. Any deposit obtained from a Business Service Customer will be refunded after twenty-four (24) consecutive months if the Customer's credit standing is satisfactory to the Company.

4. Customer credit information may be exchanged between telecommunications companies and other utilities. Customer credit information will be retained for two (2) years, unless otherwise required by the Commission.
5. The establishment and reestablishment of acceptable credit does not relieve the Applicant or Customer from compliance with other provisions in these T's & C's as to Deposits, Advance Payments and the payment of charges due, and will in no way modify the provisions regarding Disconnection of Service for failure to pay bills due for Service or Facilities furnished.
6. A Customer may be required to reestablish credit in accordance with these T's & C's as permitted in the Commission's rules.

2.5.2. Payment for Service

- A. Facilities and Service Charges – the Customer is responsible for the payment of all charges for Facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons. Payment may be made by check, credit card, bank draft or electronic funds transfer.

Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.

2.5.3. Billing and Collection of Charges

A. Billing and Payments

1. Service is provided and recurring Service charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
2. Non-recurring charges and charges based on actual usage are billed monthly in arrears. Flat rate charges will be billed monthly in advance or in arrears.
3. Customers may access their bills by signing on to PNG's Customer Portal at <https://secure.pngcom.com/customerportal/loginform.php>. PNG's primary method of rendering and submitting bills is electronic. Those Customers who do not opt to pay their bills via the Customer Portal may receive a paper bill. A monthly fee of \$1.00 may be charged to Customers who desire a paper bill. Business customers who opt to receive a Summary Bill will be charged a monthly fee of \$1.95. The electronic form of bill on the Customer Portal contains all of the same information as the paper bill, as required by Commission rules and regulations.
4. Company accepts payment by check, bank draft, credit card or electronic funds transfer.
5. Bills will contain the information required by and comply with Commission Rule PSC 165.05 (1).

(N)

B. Excessive Usage

If a Customer accumulates, within any consecutive five (5) day period, usage charges exceeding twice the average monthly usage charges for the previous two (2) monthly billing periods, and the Customer's credit record indicates that satisfactory payment may not be made on this amount, Company may issue a special usage bill. The special bill shall be due twenty-one (21) days from the mailing date of the bill, twenty-one (21) days if delivered.

C. Returned Payments

When a check, credit card payment, bank draft or electronic funds transfer is returned or refused for insufficient funds, a closed or non-existent account, insufficient credit available or any other reason, the Customer will be assessed the following charge:

Charge per returned payment	\$15.00
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C. Returned Payments

When a check, credit card payment, bank draft or electronic funds transfer is returned or refused for insufficient funds, a closed or non-existent account, insufficient credit available or any other reason, the Customer will be assessed the following charge:

Charge per returned payment	\$15.00
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D. Disputes

Billing disputes will be addressed as set forth in Section 2.5.6.

2.5.4. Advance Payments

To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.

2.5.5. Deposits

Pursuant to PSC 165.051, the following provisions apply to Customer deposits:

A. New Residential Service

The Company will not require a cash deposit or other guarantee as a condition of new Service unless a Customer:

1. Has an outstanding account balance with any Wisconsin telecommunications utility which accrued within the last 6 years, and at the time of the request for Service remains outstanding and not in dispute; or
2. Is attempting to receive Service with intent not to pay for the same. Such intent may be inferred from all the circumstances surrounding the application; or
3. Will clearly be unable to pay for Service rendered at the time such payment is due.

B. Existing Residential Service

The Company will not require a cash deposit or other guarantee as a condition of continued Service unless either or both of the following circumstances apply:

1. The Service of the Customer has been disconnected by the Company once within the last 12-month period for nonpayment of a delinquent Service account not currently in dispute; and/or
2. Subsequent credit information indicates that the initial application for Service was falsified or incomplete to the extent that a deposit would be required under this Section 2.5.5.

C. Business Service

1. If the credit of an Applicant for Service has not been established satisfactorily to the Company, the Applicant may be required to provide a deposit or guarantee.
2. The deposit will be refunded after 24 consecutive months if the Customer's credit standing is satisfactory to the Company.

D. Conditions of Deposit

The maximum deposit for a new account will not exceed the bill for one month's Local Exchange Service, plus estimated toll charges for 2 months. Deposits for existing accounts will not exceed the bill for one month's Local Exchange Service, plus the highest actual toll charges for 2 consecutive months within the preceding 12 months.

E. Interest

1. Deposits will bear interest payable from the date a deposit is made to the date it is applied to an account balance or is refunded.
2. The interest rate to be paid will be subject to change annually on a calendar year basis as determined by, and reported to the Company by the Commission by December 15th of each year. The rate shall be equal to the weekly average yield of one-year United States treasury securities, adjusted for constant maturity, for the week ending on or after December 1, as made available by the federal reserve board, rounded to the nearest tenth of one percent.
3. The rate of interest set by the Commission shall be payable on all deposits. The Company will calculate the interest earned on each deposit at the time of refund and at the end of each calendar year. The interest rate in a calendar year will apply to the amount of the deposit, and to all interest accrued during the previous year(s), for the fraction of the calendar year that the deposit was held by the Company.

F. Arrearages

An arrearage owed by a Customer may be deducted from the Customer's deposit under the following conditions:

1. A deposit may be used by the Company to satisfy an arrearage occurring after the deposit was made.
2. If the Company deducts an arrearage from a Customer deposit, it may require the Customer to bring the deposit up to its original amount. Failure of the Customer to do so within 20 days of mailing a written request for payment is a ground for Disconnection.
3. When a deposit is refunded to the Customer, the Company may first deduct any arrearage owed by the Customer, whether the arrearage arose prior to or after the date of the deposit.

G. Review of Payment Record

The Company will review the payment record of each Residential Customer with a deposit on file at 12-month intervals. The Company will not require or continue to require a cash deposit unless a deposit is required under the provisions of Subsection 2.5.5.B.

H. Refund of Deposit

Any deposit or portion thereof refunded to a Customer will be refunded by check unless both the Customer and the Company agree to a credit on the regular billing, or unless Subsection 2.5.5.F applies.

I. Accrued Interest

Upon termination of Service, the deposit, with accrued interest will be credited to the final bill and the balance will be returned promptly to the Customer.

J. Failure to Pay

Service may be refused or Disconnected for failure to pay a deposit subject to the rules pertaining to Disconnection and refusal of Service.

K. Guarantee Terms and Conditions

1. The Company may accept, in lieu of a cash deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum not exceeding the cash deposit requirement is guaranteed. The term of such contract will be for no longer than 2

years, but will automatically terminate after the Customer has closed the account with the Company, or at the guarantor's request upon 30 days' written notice to the Company.

2. Upon termination of a guarantee contract or whenever the Company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required upon reasonable written notice to the Customer. The Service of any Customer who fails to comply with these requirements may be Disconnected upon 5 days' written notice.
3. The guarantor will receive copies of all Disconnect notices sent to the Customer whose account he or she has guaranteed if the guarantor requests such notice. The notice option will be a part of the guarantee contract.

L. Explanation of Requirement

The Company will not require any Customer to pay a deposit or guarantee in lieu of deposit without explaining, in writing if requested, why that deposit is required.

M. Deferred Payment Agreement

In lieu of cash deposit or guarantee, an Applicant for new Service who has an outstanding account accrued within the last 6 years with the Company will have the right to receive Service from the Company under a deferred payment agreement as set forth below for the outstanding account.

Pursuant to PSC 165.0525, the Company is required to offer deferred payment agreements only to residential accounts.

1. Every deferred payment agreement entered into due to the Customer's inability to pay the outstanding bill in full shall provide that Service will not be Disconnected if the Customer pays a reasonable amount of the outstanding bill and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid.
2. For purposes of determining reasonableness under these rules the parties shall consider the:
 - (a) Size of the delinquent account.
 - (b) Customer's ability to pay.
 - (c) Customer's payment history.
 - (d) Time that the debt has been outstanding.
 - (e) Reasons why debt has been outstanding.

- (f) Any other relevant factors concerning the circumstances of the Customer.
3. A deferred payment agreement offered by the Company will state immediately preceding the space provided for the Customer's signature and in bold face print at least 2 sizes larger than any other uses thereon, that

“IF YOU ARE NOT SATISFIED WITH THIS AGREEMENT, DO NOT SIGN. IF YOU DO SIGN THIS AGREEMENT YOU GIVE UP YOUR RIGHT TO DISPUTE THE AMOUNT DUE UNDER THE AGREEMENT EXCEPT FOR THE COMPANY’S FAILURE OR REFUSAL TO FOLLOW THE TERMS OF THIS AGREEMENT.”
 4. A deferred payment agreement will not include a finance charge.
 5. If an Applicant for Service has not fulfilled terms of a deferred payment agreement, the Company shall have the right to disconnect pursuant to Section 2.8 and under such circumstances, the Company shall not be required to offer subsequent negotiation of a deferred payment agreement prior to Disconnection.
 6. Any payment made by a Customer in compliance with a deferred payment agreement or otherwise shall first be considered made in payment of the previous account balance with any remainder credited to the current bill.
- N. A Deposit may be required in addition to an Advance Payment.

2.5.6. Customer Complaints and Disputed Bills

A. Customer Complaints

Pursuant to PSC 165.053:

1. The Company will make a full and prompt investigation of all types of complaints made by its Customers, either directly to it or through the Commission. A record will be kept of all pertinent facts related to the complaint.
2. If the use of Service interferes unreasonably with the necessary Service of other Customers a Customer may be required to take Service in sufficient quantity or of a different class or grade.

B. Billing Disputes

Pursuant to PSC 165.0535:

1. Whenever the Customer disputes the Company's request for a deposit or other guarantee, or advises the Company's designated office prior to the Disconnection of Service that all or any part of any billing as rendered is in dispute, or that any matter related to the Disconnection or refusal of Service is in dispute, the Company will:
 - (a) investigate the dispute promptly and completely;
 - (b) advise the Customer of the results of the investigation;
 - (c) attempt to resolve the dispute; and
 - (d) provide the opportunity for the Customer to make reasonable payment arrangements or enter into a deferred payment agreement when applicable in order to settle the dispute.

B. Billing Disputes, Continued

2. After the Customer has pursued the remedies available with the Company, the Customer may request that Commission staff informally review the disputed issue and recommend terms of settlement.
 - (a) A request for informal review may be made in any reasonable manner such as by written notice or telephone request directed to the Commission.
 - (b) There will be at least 5 days between the date the Commission staff telephones or mails written notice of terms of settlement after informal review to the Company, and any subsequent disconnection.
3. Review by Commission
 - (a) Any party to the dispute after informal review may make a written request for a formal review by the Commission. Such request must be made within 5 days of the date the Commission staff telephones or mails written notice of terms of settlement after informal review. If written confirmation of the staff telephone notice is requested and mailed, the 5-day period begins from the date of that mailing.
 - (b) If the Commission decides to conduct a formal hearing on the dispute, the Customer shall be required to pay 50% of the bill or deposit in dispute to the Company or post a bond for that amount on or before date of hearing. Failure to pay the specified amount before hearing will constitute waiver by the Customer.

B. Billing Disputes, Continued

4. In disputes involving complaints or facts which are essentially the same as or similar to those involved in previous disputes handled through these procedures, the Company may require the Customer to post a 100% surety bond or to deposit the total disputed amount.
5. Service shall not be Disconnected or refused because of any disputed matter while the disputed matter is being pursued in accordance with the provisions of this section. In no way does this relieve the Customer from obligation of paying charges which are not disputed.

C. PNG Contact Information

1. Billing disputes should be addressed to the Company's Customer Service organization via telephone to 800-860-9495. Customer Service representatives are available from twenty-four hours a day, seven (7) days a week.
2. Customer may also direct inquiries or complaints regarding Service or accounting in writing to the Company at:

PowerNet Global Communications
Attention: Customer Service
100 Commercial Drive
Fairfield, OH 45014

D. Public Service Commission Contact Information

Public Service Commission of Wisconsin
610 North Whitney Way. P.O. Box 7854
Madison, Wisconsin 53707-7854

Toll Free: 800-225-7729,
Madison: 608-266-2001
TTY: 608-267-1479
Fax: (608)266-3957

<http://psc.wi.gov/>

2.5.7. Late Payment Charges

Pursuant to PSC 165.05 (1), the Company is not permitted to charge fees for late payment of Company bills.

2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in Service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement Service, will be credited to the Customer as set forth in Section 2.6.1 for the part of the Service that the Interruption affects.

2.6.1. Credit for Interruptions

- A. Pursuant to PSC 165.05 (2), in the event the Customer's Service is interrupted otherwise than by the negligence or willful act of the Customer and it remains out of order for a substantial period of time after being reported or found to be out of order, appropriate adjustments or refunds shall be made to the Customer. The refund to the Customer shall be the pro rata part of the month's charge for the period of days that the portion of the Service and Facilities are rendered useless or inoperative.
- B. The refund may be accomplished by a credit on a subsequent bill for Service.
- C. The refund shall not be applicable for the time that the Company stands ready to repair the Service and the Customer does not provide access to the Company for such restoration work.
- D. Credits for Interruptions of Service shall in no event exceed an amount equivalent to the recurring monthly charges for the month of Service during which the event that gave rise to the claim for a credit occurred.
- E. Only those Facilities on the interrupted portion of the circuit will receive a credit.

2.6.2. Cancellation for Service Interruption

Cancellation or termination of Service by Business Customers due to Service Interruption is permitted only if any circuit experiences a single continuous outage of eight hours or more or cumulative Service credits equaling 16 hours in a continuous 12-month period. The right to cancel Service under this provision applies only to the single circuit that has been subject to the outage or cumulative Service credits.

2.6.3. Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of Interruption, the Customer must pay the charges for the alternative service used.

2.7. USE OF CUSTOMER'S SERVICE BY OTHERS

Joint use arrangements will be permitted for all Services provided under these T's & C's. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint User shall be responsible for the payment of the charges billed to it.

2.8. DISCONNECTION OF SERVICE

2.8.1. Suspension of Service

Customers' Service is subject to Suspension and Disconnection for the reasons listed in Section 2.8.2 below. In the event of circumstances in which Company may Disconnect Service, the Company will first Suspend the Customer's Service with notice, if required. If Service is Suspended, the Customer's telephone number is reserved for twenty (20) days. If the Customer's Service is restored within twenty (20) days, the Customer is required to pay the Restoral Charge of \$25.00. If the reason for Suspension is not resolved within the twenty (20) day period of Suspension, the Customer's Service will be Disconnected according to the Commission's rules and regulations and Section 2.8.2 below. If Service is Disconnected, a new telephone number will be assigned to the Customer and the Customer will be required to reapply for Service as a new Customer, pay all outstanding amounts, or enter into a deferred payment agreement as set forth in Section 2.5.5(M), pay a deposit, and pay all charges for new Service.

2.8.2. Disconnection and Refusal of Service

Pursuant to PSC 165.052, the following regulations apply to Disconnection and refusal of Service.

A. General

1. A bill for Service is considered a delinquent account one day after issuance.
2. At least 5 calendar days prior to any Disconnection, the Company will give written notice upon an approved form which conforms to the requirements of Subsection 2.8.2(F) below unless excepted elsewhere.
3. When a Customer, either directly or through the Commission, disputes a Disconnection notice as set forth in Section 2.5.6, the Company will investigate any disputed issue and will attempt to resolve that issue by negotiation. During this investigation and negotiation, Service will not be Disconnected over this matter.

4. If a disputed issue cannot be resolved pursuant to Section 2.5.6(B), the Company will inform the Customer of the right to contact the Commission.

B. Reasons For Refusal and Disconnection

Service may be Disconnected or refused for any of the following reasons:

1. Failure to comply with the terms of a deferred payment agreement or failure to pay a delinquent account, provided the total amount owed for Service used exceeds one month's local Service charges.
2. Violation of the Company's rules pertaining to the use of Service in a manner which interferes with the Service of others or to the operation of nonstandard equipment, if the Customer has first been notified and provided with reasonable opportunity to remedy the situation.
3. Failure to comply with deposit or guarantee arrangements as specified in Section 2.5.5.
4. Where subsequent credit information indicates that the initial application for Service was falsified to the extent that a deposit or guarantee would be required or Service refused under the applicable sections of these T's & C's.
5. Failure to pay a delinquent toll account billed by the Company providing Local Exchange Service, provided the Company is authorized by the toll Carrier to resolve Customer disputes. The Company will not Disconnect local Service for nonpayment of another Carrier's toll bill unless either the toll Carrier or the local exchange provider can demonstrate to the Commission significant hardship to the detriment of ratepayers.

C. Emergency Disconnections

The Company may Disconnect Service without notice where a dangerous or emergency condition exists for as long as the condition exists.

D. Prohibitions Against Disconnection or Refusal

Service may not be Disconnected or refused for any of the following reasons:

1. Nonpayment of a delinquent account over six (6) months old where collection efforts have not been made within that period of time unless the passage of additional time results from other provisions herein or from good faith negotiations or arrangements made with the Customer.

2. Delinquency in payment for Service by a previous occupant of the Premises to be served other than a member of the same household residing at the same Premises.
3. Failure to pay for directory advertising or charges for non- utility service billed by the Company.
4. Failure to pay for a different type or class of Service.
5. Failure to pay the account of another Customer as guarantor thereof; or
6. Failure to pay charges arising from any underbilling occurring more than one year prior to the current billing and due to any misapplication of rates or inaccurate metering.

E. Notification of Health and Family Services Department

The Company will not Disconnect any Residential Service without notifying the county department of health and social services at least 5 calendar days prior to the scheduled Disconnection if the Customer or responsible person has made a written request for this procedure to the Company. The Customer will be informed of this right upon application for Service. The Company will provide its Customers with notice of this right in all telephone directories.

F. Notice of Disconnection of Service

1. The Company will not Disconnect Service unless written notice by first class mail is sent to the Customer or personally served at least 5 calendar days prior to the proposed Disconnection. Service must be Disconnected within 15 days of the date the notice is mailed unless the Customer and the Company agree to extend this time period. If the 15-day period lapses due to the Customer's pursuance of the dispute procedures herein described, the Company will provide further 5-day written notice prior to Disconnection.
2. The Company will make a reasonable effort to have a personal or telephone contact with the Customer prior to Disconnection.
3. Disconnection Form

Notice of Disconnection for nonpayment will be given upon a form approved by the Commission, and will contain the following information:

- (a) The name and billing address of the Customer.
- (b) A statement of the reason(s) for the proposed Disconnection of Service and that Disconnection will occur if the account is not

paid, or if arrangement is not made to pay the account under deferred agreement, or if other suitable arrangements are not made.

- (c) A statement that the Customer should communicate immediately upon receipt of the notice with the Company's designated office if the Customer disputes the notice of delinquent account, if the Customer wishes to negotiate reasonable payment arrangements or a deferred payment agreement as an alternative to Disconnection, if any resident is seriously ill or if there are other extenuating circumstances.
- (d) A statement that the Customer may appeal to Commission staff in the event that the grounds for the proposed Disconnection remains in dispute after the Customer has pursued the remedies available with the Company.
- (e) If Disconnection of Service is to be made for default on a deferred payment agreement, the notice will include an explanation of the acts of the Customer which are considered to constitute default.

G. Disconnection Prohibited on Certain Days

Service will not be Disconnected on a day, or on a day immediately preceding a day, when the business offices of the Company are not available to the public for the purpose of transacting all business matters unless the Company provides personnel which are readily available to the Customer 24 hours per day to evaluate, negotiate or otherwise consider the Customer's objection to the Disconnection as provided under Section 2.5.6(B), and proper service personnel are readily available to restore Service 24 hours per day.

- H. Notwithstanding any other Commission rules, Service may not be refused because of a delinquent account if the Customer or Applicant provides as a condition of future Service a deposit or guarantee as governed by Section 2.5.5, or a voucher agreement.

2.9. RESTORATION OF SERVICE

2.9.1. The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

2.9.2. Service that has been Suspended or Disconnected pursuant to Section 2.8 of these T's & C's shall be restored when the causes of Suspension or Disconnection have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit or restoral fee, have been made as provided for in the Tariff; or as the Commission may order

pending resolution of any bona fide dispute between the Company and the Customer or Applicant over the Suspension or Disconnection.

2.10. NOTICES AND COMMUNICATIONS

- 2.10.1.** The Customer will designate an address to which the Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which the Company's bills for Service will be mailed.
- 2.10.2.** The Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- 2.10.3.** All notices or other communications required to be given pursuant to these T's & C's will be in writing, unless otherwise provided.
- 2.10.4.** The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.11. FULL FORCE AND EFFECT

Should any provision or portion of these T's & C's be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of these T's & C's will remain in full force and effect.

2.12. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

SECTION 3 – DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES

3.1.1. General

The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

- A. Nonrecurring Charges for installation of Facilities and Services;
- B. Monthly Rates for availability and use of Facilities and Services; and
- C. Usage or Transaction Charges (where applicable).

3.1.2. Application of Business and Residential Rates

- A. The determination as to whether telephone Service should be classified as Business or Residential is based on the character of the use to be made of the Service. Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, Service is classified as Residential Service.
- B. Residence rates apply at the following locations, among others:
 - 1. In private residences, in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the Service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
 - 2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has Service at another location where Customer is charged at business rates.
- C. Business rates apply at the following locations, among others:
 - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
 - 2. In Residence Locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in Residence Locations where an extension is located at a place where business rates would apply.

3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no Service at business rates at another location.
4. In any Residence Location where there is substantial business use of the Service and the Customer has no Service at business rates.

3.1.3. Service Areas

- A. The Company is authorized to provide Exchange access Services in the portions of Wisconsin served by the following companies:
 - Wisconsin Bell, Inc.¹ (“WBI”)
- B. Company's description of Service area in no way compels Company to provide any Service in an area where Facilities or other extenuating factors limit Company's ability to provide Service.

3.1.4. Local Calling Areas

- A. The Company will provide Service in WBI Exchanges as listed in Section 5 of these T’s & C’s and in WBI’s Local Exchange Tariffs No. 20 on file with the Commission. Company concurs in the Exchange Areas set forth in WBI’s tariffs.
- B. When Facilities and Service arrangements permit, this section will be expanded to include the Services areas of other Incumbent Local Exchange Carriers with which Company may interconnect in the future.

3.2. CHARGES BASED ON DURATION OF USE

3.2.1. Duration Rules

Where charges for a Service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each Service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local Carrier and any intermediate Carrier(s). Timing for operator Service Person-to-Person calls

¹ Wisconsin Bell, Inc. is a wholly owned subsidiary of Ameritech Corporation and an indirect wholly owned subsidiary of SBC Communications Inc. Wisconsin Bell, Inc. is also known as SBC Wisconsin, SBC Ameritech Wisconsin and Ameritech Wisconsin.

start with completion of the connection to the person called or an acceptable substitute, or to the PBX Station called.

- C. Timing terminates on all calls when the calling party hangs up or PNG's network receives an off-hook signal from the terminating Carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

3.2.2. Applicable Rate Periods

Where charges for a Service are based on rate periods, applicable rate periods are as indicated in the chart below, unless otherwise specified:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* to, but not including

3.3. RATES BASED UPON DISTANCE

3.3.1. General

Where charges for Service are specified based upon distance, the following rule applies: Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an Access Line on PNG's network (such as a dedicated 800 or WATS Access Line), PNG will apply the Rate Center of the Customer's main billing telephone number.

3.3.2. Calculating Distance

Where applicable, the distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by NECA tariff FCC No. 4, in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the originating point and the destination point.

- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers.

Formula:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

3.4. NON-RECURRING CHARGES

3.4.1. Connection Charge

A. Application of Connection Charge

The Connection Charge is a nonrecurring charge that applies to the following:

1. Installation of a new Service;
2. Transfer of an existing Service to a different location;
3. Change from one Class of Service to another at the same or a different location;
4. Restoral of Service, which applies each time a Service is reconnected after Disconnection of the Service as set forth in Section 2.8 of these T's & C's; and
5. Installation of an additional line.

3.4.2. Moves, Adds and Changes

- ##### **A. The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge as set forth in Section 4 below for the underlying Service will apply as if the work had been done by the Company.**

B. The Customer will be assessed a charge for any move, add or change of a Company Service. Move, Add and Change are defined as follows:

Move: The Disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same Premises.

Add: The addition of a vertical Service to existing equipment and/or Service at one location.

Change: Includes rearrangement or reclassification of existing Service at the same location.

3.4.3. Trouble Isolation Charge

Trouble isolation and other repair Services are provided to Customers by the underlying Carrier, at the underlying Carrier's rates, terms and conditions, pursuant to the underlying Carrier's local tariff on file with the Commission. The Company bills Customers for trouble isolation and other repair costs at the underlying Carrier's tariffed rates.

3.4.4. Missed Appointment

Customer must be available for scheduled appointments or be assessed a missed appointment charge.

3.4.5. Restoral Charge

At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by the Customer to the Company for Service, Company will reconnect Customer whose Service has been Suspended for non-payment. A restoral charge will be assessed per occurrence.

3.4.6 Conversion Fee

The conversion fee is applied to the Customer's account upon the Customer moving from a carrier other than PNG to PNG for local service

3.5. NETWORK EXCHANGE SERVICES

3.5.1. General

Sections 3.6 and 3.7 of these T's & C's contain a general description of the Services offered by PNG and the rates applicable to each Service. PNG provides switched, telephonic-quality voice and data transmission Services that enable Users to communicate on a real-time basis between points within Local Calling Areas in the State of Wisconsin, as well as ancillary Services that facilitate the use or expand the capabilities of switched communications Services. Services may be performed by resale of Services provided by other telephone companies.

- A. Basic Local Exchange Service – provides a Customer with a telephonic connection to, and a unique telephone number on, PNG's switching network which enables the Customer to:
1. receive calls from other Stations on the public switched telephone network;
 2. access PNG's Local Calling Services and other Services as set forth in these T's & C's;
 3. access Interexchange calling Services of PNG and of other Carriers;
 4. access (at no additional charge) to PNG's operators and business office for Service related assistance;
 5. access toll-free telecommunications Services such as 800 NPA; and access toll-free emergency Services by dialing 0 or 9-1-1 (where available);
 6. access relay Services for the hearing and/or speech impaired.

Basic Local Exchange Service also may be used to originate calls to other telephone companies' caller-paid information Services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information Services will be blocked by PNG's switch at no charge upon Customer request. PNG Customers are provided with Collect Call, Person to Person, and Third Party Billed Blocking Service automatically upon subscription to PNG's Services at no charge. Each Basic Local Exchange Service corresponds to one or more telephonic communications Channels that can be used to place or receive one call at a time.

- B. Exchange Access Line – Individual line Residence and Business Service is comprised of Exchange Access Lines defined as the Service Central Office line equipment and all PNG plant Facilities up to the demarcation point. These Facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll Service and for local calling appropriate to the Tariffed use offering selected by the Customer.

C. Timing of Calls

1. Calls are billed in one (1) minute increments unless otherwise noted.
2. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment.
3. Calls less than the minimum length will be rounded to the minimum length.
4. There is no billing for incomplete calls
5. For Station-to-Station calls, call timing begins when a connection is established between the calling telephone and the called telephone Station.
6. Call timing ends when the calling Station "hangs up," thereby releasing the network connection. If the Called Station "hangs up" but the calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

D. Call Charges

1. Based on Duration – Rates are based on the duration of the call as measured according to Section 3.5.1(C) above.
2. Mileage and Time Periods – Rates do not vary between time periods or with mileage.
3. Per Call Charges – Where live or automated operator assistance is required for call completion or billing, a per-call Service charge applies. The per call Service charge is assessed in addition to any applicable rate based on call duration.

3.5.2. Services Offered

A. Residential Network Switched Services

1. Call to Connect Simple Bundled Service
2. Call to Connect Bundled Service
3. Call to Connect Plus Bundled Service
4. Local Bundle Option A

5. Local Bundle Option B
 6. Local Bundle Option C
- B. Business Network Switched Services
1. Business Services Local Stand Alone
 2. Business Services Local/Unlimited Long Distance
 3. Business Services Local/Unlimited Long Distance/High Speed Dialup
I

3.6. RESIDENTIAL SERVICES

Local Exchange Service Areas are described in Sections 3.1.3 and 3.1.4. The Services and Packages in this section are offered to Residential Customers only.

3.6.1. Residential Bundled Services

- A. General – Network Exchange Bundled Service is a bundle or package of telecommunications Services which may include Basic Service, IntraLATA Toll Service, InterLATA Toll Service. Wireless Service, voice mail and/or Internet access may be available with some packages at an additional charge.

B. Bundled Service Packages

1. Call to Connect Simple Bundled Service

Provides Customers with Unlimited locals calls and thirty (30) minutes of unlimited long distance calling in the United States. Additional toll intraLATA and interLATA billed at a per minute rate. Customer must choose PNG as intraLATA and interLATA carrier.

2. Call to Connect Bundled Service

Provides Customers with Unlimited locals calls and one hundred (120) minutes of unlimited long distance calling in the United States. Additional toll intraLATA and interLATA billed at a per minute rate. Customer must choose PNG as intraLATA and interLATA carrier.

3. Call to Connect Plus Bundled Service

Provides Customers with Unlimited locals calls and one hundred (120) minutes of unlimited long distance calling in the United States, as well

as the following custom calling features: Caller ID with name, Call Waiting and Caller ID Waiting. Additional toll intraLATA and interLATA billed at a per minute rate. Customer must choose PNG as intraLATA and interLATA carrier.

4. Local Bundle Option A

Provides customer with unlimited local calls. Customer can either choose PNG or another carrier for IntraLATA and InterLATA services.

5. Local Bundle Option B

Provides customer with unlimited local calls as well as unlimited long distance calls¹. Customer must choose PNG as IntraLATA and InterLATA carrier.

6. Local Bundle Option C

Provides customer with unlimited local calls, unlimited long distance calls¹, as well as High Speed Dialup Internet Services. Customer must choose PNG as IntraLATA and InterLATA carrier.

¹If usage under this plan is not consistent with typical residential usage, as determined at PNG's sole discretion, the company may offer the customer an alternative plan or suspend, restrict, or cancel the customer's service for each month in which excessive usage occurred. Calls that are not consistent with typical residential use include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing.

3.6.2 Custom Calling Features

Customers also may choose to subscribe to certain individually available custom calling features for a monthly, or with some features, a per use, fee per feature, as set forth below. Custom calling features available on an individual basis are as follows: Automatic Call Rejection (Privacy Manager), Call Blocking (Call Screening), Call Forwarding, Call Return (Automatic Call back), Call Trace, Call Waiting, Caller ID per Call Blocking, Caller ID With Name*, Repeat Dial (Busy Redial), Speed Calling 8, Talking Call Waiting, Three-Way Calling, Remote Call Forwarding, Distinctive Ring, and Voicemail..

* The name and number of your caller may not be displayed for every incoming call. In some cases, you will see a message on your Caller ID display unit instead of the name and number of the caller. The exact wording of the message may vary depending upon your display unit. "Out of Area" or "Unavailable" messages are from calls made outside specially equipped areas and calls made through an operator. "Private" or "Anonymous" messages are from calls made by people who have blocked the display of their telephone information

3.7. BUSINESS SERVICES

A. Business Services

1. Local Stand Alone

Provides customer with unlimited local calls. Customer can either choose PNG or another carrier for IntraLATA and InterLATA services.

B. Business Bundled Services

1. Local/Unlimited Long Distance

Provides customer with unlimited local calls as well as unlimited long distance calls. Customer must choose PNG as IntraLATA and InterLATA carrier. Customer choose whether they would like to go with a no contract term, a one (1) year term or a two (2) year term.

2. Local/Unlimited Long Distance/High Speed Dialup

Provides customer with unlimited local calls, unlimited long distance calls, as well as High Speed Dialup Internet. Customer must choose PNG as IntraLATA and InterLATA carrier. Customer choose whether they would like to go with a no contract term, a one (1) year term or a two (2) year term

3.8. DIRECTORY LISTINGS

3.8.1. Regulations

A. Primary Listing

For each Customer of Company-provided Exchange Access Service(s), PNG shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple Premises served by PNG, PNG will arrange for a listing of the main billing telephone number at each premise.

B. Length of Directory White Pages Listing

The Company reserves the right to limit the length of any White Pages Directory Listing by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one (1) line is required to properly list the Customer, additional charges will not apply.

C. Right of Refusal

The Company may refuse a White Pages Directory Listing which is known not to constitute a legally authorized or adopted name, where obscenities or offensive material appear in the listing, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

D. Sections

Each White Pages Directory Listing must be designated as either "Government", "Business" or "Residence" so that it can be placed in the appropriate section of the White Pages Directory. In order to aid the User of the White Pages Directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business section and only residential listings in the Residential section.

The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

E. Schedule

In order for listings to appear in an upcoming White Pages Directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

F. Other Requirements

The Customer's White Pages Directory Listing may be subject to other requirements imposed by the ILEC publishing the telephone directory.

3.8.2. Descriptions

White Pages Directory Listings are provided in connection with each Customer's Service as specified herein.

A. Primary Listing

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone

number of the Customer. A primary White Pages Directory Listing is provided in connection with Local Exchange Service at no additional charge.

B. Additional Listings

In connection with Business Service, additional listings are available to be printed in the White Pages Directory in the names of Authorized Users of the Customer's Service, as defined herein. Rates for additional listings are specified in these T's & C's.

C. Non-published Listings

Listings that are not printed in the White Pages Directory are referred to as Non-published Listings. These types of listings are not available from Directory Assistance and are omitted or deleted from Directory Assistance records. Non-published Listing Service will be furnished, at the Customer's request, subject to the provisions of and charges in these T's & C's.

D. Non-listed Service

Non-listed Service will be furnished at the Customer's request, providing for the omission of the Customer's listing from the White Pages Directory. Such listings will be maintained in the Directory Assistance database and other records and will be provided upon request to callers of Directory Assistance. Charges for Non-listed Service are specified in these T's & C's.

3.9. DIRECTORY ASSISTANCE AND CALL COMPLETION

3.9.1. Directory Assistance

- A. PNG furnishes Directory Assistance Service for the purpose of aiding subscribers in obtaining telephone numbers through arrangements with the incumbent Local Exchange Carrier when a party requests assistance in obtaining telephone numbers of subscribers who are located within the same numbering plan area as the number the party is calling from.
- B. Exempted from a charge for Directory Assistance are calls originating from accounts being used by certified visually or physically Handicapped persons.
- C. There are no call allowances for Directory Assistance.

3.9.2. Call Completion

Call Completion will provide a Customer who has accessed the local Directory Assistance operator and has received a number from the Audio Response Unit the option of having their call completed for them by depressing a specific digit on a Touch-Tone telephone. Call Completion Service is offered where Facilities permit.

- A. The calling number and the number requested must be in the same LATA.
- B. The following types of calls will not be eligible for Call Completion:
- Calls for telephone numbers outside the LATA;
 - Calls originating from rotary telephones;
 - Calls for private numbers;
 - Wide Area Telecommunications Service/800 calls;
 - Calls for 900 or 976 numbers;
 - The first listing when two listings are requested from Directory Assistance during the same call;
 - Calls made from a Feature Group A line;
 - Calls originating from toll restricted numbers;
 - Calls placed from customer communications systems with ICC blocking, call screening or other translations denying the capability;
 - Type 1 Cellular Service where the Carrier does not allow sent paid Call Completion.
- C. Normal Message Telecommunications Service charges as provided in Section 4 will apply for calls completed to telephone numbers outside of the Customer's Local Calling Area as defined in Sections 3.1.3, 3.1.4 and Section 5. A local message charge as provided in Section 4 will apply for calls completed to telephone numbers within the Customer's Local Calling Area, as defined in Sections 3.1.3, 3.1.4 and Section 5.
- D. Billing for usage charges will be handled in the same manner as the billing for the original Directory Assistance call. That is, a caller may not place a direct dial call to Directory Assistance and then request an alternate billing method for the usage portion of the completed call.

3.10. OPERATOR SERVICES

3.10.1. Generally

Local operator handled calling services are provided to Customers and Users of Company provided Service. Per Call charges, which reflect the level of operator assistance and billing arrangement requested by the Customer, apply in addition to any other applicable local usage charges. Company provides collect call, third-party billed and Person-to-Person call blocking automatically upon subscription at no charge. Thus, Customers may dial, but may not receive or be billed for, these types of calls.

3.10.2. Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local Service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will

interrupt the Call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the Call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that Facilities permit.

3.11. ADDITIONAL CHARGES

In addition to the Service charges described elsewhere in these T's & C's, the following charges apply to each individual Exchange Access Service line unless otherwise specified.

3.11.1. Subscriber Line Charge

As established by the Federal Communications Commission applies in addition to the monthly Basic Exchange Access Services rate described above.

3.11.2. Other Government Fees or Charges

Any applicable municipal, state or federal taxes, telecommunications municipal infrastructure maintenance fees or other charges.

3.11.3. Casual Traffic Charges

Charges that are derived from third party calls (e.g. 10XXX, 900/976, third party calls initiated by Customer through PNG's system) and trafficked over PNG's system.

3.11.4. Primary Interexchange Carrier Change Charge

Customers may be presubscribed to the Carrier of their choice for both InterLATA and IntraLATA Service. The Customer will incur a charge each time there is a change in the long distance Carrier associated with the Customer's IntraLATA or InterLATA Service after the initial installation of Service.

3.11.5. Local Number Portability (LNP)

Customers are assessed this fee for costs incurred when an End-User switches local Carriers while maintaining the same local telephone number.

3.11.6. Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371 and subsequent orders), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company

provided Services. This surcharge, set forth in Section 4 of these T's & C's, is in addition to standard Tariffed usage charges and any applicable Service charges and surcharges associated with Service and applies for the use of the instrument used to access Company provided Service. The surcharge is unrelated to the Service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and Interexchange Carriers. The Public Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g. using the “#” symbol). The Public Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for Service by inserting coins during the progress of the call.

Whenever possible, the Public Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to the completion of a call, the Public Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a Carrier that the originating Station is an eligible pay telephone.

3.11.7. Network Connectivity Charge

Customers are assessed this charge which combines the Universal Service fee and Carrier fees. In an effort to provide the lowest per minute rate to our customers, PNG utilizes multiple carriers that charge PNG various fees. This Carrier fee is to partially recover these fees. It is charged as a percentage of usage charges, local charges and PIC fees. This is not a government mandated fee.

3.12. CUSTOM CALLING FEATURES

3.12.1. Generally

Certain Custom Calling Features in this section are included in Network Exchange Bundled Service packages offered by PNG. Other Custom Calling Services described below also may be purchased in addition to the Services included in a particular package, but these features are available only when purchased in combination with a PNG provided Network Exchange Bundled Service.

3.12.2. Feature Descriptions

- A. Anonymous Call Rejection (Privacy Manager) - allows a called party to reject calls from parties that have activated the *67 Per Call Blocking feature to prevent the display of the calling telephone numbers to Caller ID - Number Only subscribers, or to prevent the display of the calling telephone numbers and associated main listed names to Caller ID subscribers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers and

names. The calling party will be instructed to hang up and place the call again, without activating the *67 Per Call Blocking feature. Customers may activate or deactivate Anonymous Call Rejection by dialing an activation code.

- B. Call Blocking (Call Screening)– allows Customers to block calls from different telephone numbers. A screening list is created by the Customer either by adding the last number with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such number hear an announcement that the calling party is not accepting calls.
- C. Call Forwarding– a Customer activated feature that automatically transfers all incoming calls from the Customer’s telephone number to another dialable telephone number until the Customer deactivates the feature. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Variable is billed for the forwarded leg of the call.
- D. Call Return (Automatic Call Back)(*69) – This service allows a customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (*69), the customer dials a code, then hears an announcement of the telephone number of the last party that called. If the customer wishes to return the call right away, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned. Call return is available on a per-use basis or on a monthly basis.
- E. Call Trace - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company for action. The Customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. Call Trace is only available on a per use basis.
- F. Call Waiting–provides Customer a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Call Waiting service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer’s responsibility to obtain such Customer provided equipment.
- G. Caller ID Per Call Blocking (*67) – blocks the Customer’s name and number from being transmitted on all outgoing calls from a particular line. Per call blocking is achieved by pressing *67 prior to each call, while per line blocking blocks the name and number of every outgoing call. Dialing a

special code prior to dialing the number of the person being called can unblock the number and name. Per Call Blocking is provided at no charge.

- H. Caller ID with Name – allows a Customer to see a caller’s name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls. Caller ID records that name, number, date and time of each incoming call – including calls that are not answered by the Customer. Caller ID service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer’s responsibility to obtain such Customer provided equipment.
- I. Repeat Dial (Busy Redial) (*66) – automatically redials the last telephone number the Customer dialed. If the number is busy, this Service will keep dialing the busy number up to 30 minutes and alert the Customer with a special ring when the line is free. The call will automatically be made when the Customer picks up the receiver. Repeat Dialing does not tie up the Customer’s line, allowing the Customer to make and receive calls while it attempts to redial in the background. Repeat Dial is available on a per-use basis or on a monthly basis.
- J. Speed Calling 8– allows a Customer to dial selected numbers by means of an abbreviated code. This feature is available in with an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.
- K. Talking Call Waiting- allows a residential customer to know who is calling while they are on the telephone with another party. Talking Call Waiting enhances Call Waiting by allowing the customer to hear who is calling after hearing the call waiting tone while the customer is on the line. Any and all names will be voiced to the subscriber. This includes "private" or "unknown" to be voiced in the appropriate situation. Talking Call Waiting subscribers will hear both a call waiting tone plus the name of the calling party on an incoming call. The customer then presses the switch hook-flash to place the current call on hold and talk to the call waiting party. Subsequent switch hook-flashes will allow the subscriber to "toggle" between the two parties, placing one on hold so that they can speak to the other party. Customer must also order Call Waiting to have this feature.
- L. Three-Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used with both outgoing and incoming calls. Three-Way Calling is available on a per-use basis or on a monthly basis.

- M. Remote Call Forwarding - a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. This feature can be activated from any location.
- N. Distinctive Ring – allows customers who have two telephone numbers on a single line distinguish which line is being called through a distinctive ringing pattern. The ring of the incoming call is determined by which telephone number has been dialed.
- O. Voicemail – an answering system that allows callers to leave messages on a computerized system instead of an answering machine. Customers can access, save, and forward messages at their convenience.

3.13 SPECIAL EXTENDED SERVICE AREA ARRANGEMENTS

3.13.1 One Way Optional Service to Milwaukee Metro Area

- A. Description

One Way Optional Service provides one way calling to the Milwaukee Metroplan and Milwaukee Metrozone Exchanges from Hubertus, Jackson, Newburg, Oconomowoc, Port Washington and the areas of Racine served by the North Central Office and the portions of the Main and Sturtevant Central Offices in the Town of Caledonia.
- B. Application Of Rates/Charges
 1. Rates for One Way Optional Service are incremental to the Basic Exchange Service rates charged to the Customer for service in the home Exchange.
 2. A Service Ordering charge is applicable when adding One Way Optional Service to existing Residence or Business basic exchange service.
 3. One Way Optional Service rates apply to dial-station (direct-dialed) calls only.
- C. Rate Areas For One Way Optional Service

1. Rate Area 1: (within 20 miles of the Milwaukee toll-rate center)
Hubertus, Jackson, Port Washington and the Racine North Area
2. Rate Area 2: (to 26 miles from the Milwaukee tollrate center)
Newburg and Oconomowoc

SECTION 4 – RATES AND CHARGES

4.1. NETWORK SWITCHED SERVICES

4.1.1. Residential Bundled Services

	<u>Monthly Rate</u>
A. Call to Connect Simple Per Line, Per Month	\$38.33
Toll minutes in excess of included 30 minutes	
Direct Dialed InterLATA Toll, per minute	\$0.069
Direct Dialed IntraLATA Toll, per minute	\$0.069
B. Call to Connect Per Line, Per Month	\$41.33
Toll minutes in excess of included 120 minutes	
Direct Dialed InterLATA Toll, per minute	\$0.069
Direct Dialed IntraLATA Toll, per minute	\$0.069
C. Call to Connect Plus Per Line, Per Month	\$38.33
Toll minutes in excess of included 120 minutes	
Direct Dialed InterLATA Toll, per minute	\$0.069
Direct Dialed IntraLATA Toll, per minute	\$0.069
D. Local Bundle Option A, Per Line, Per Month Local Only	\$29.99
E. Local Bundle Option B, Per Line, Per Month Local/ Unlimited Long Distance	\$39.99
F. Local Bundle Option C, Per Line, Per Month Local/Unlimited Long Distance/ High Speed Dial Up	\$45.99

4.1.2. Business Services

Monthly Rate

A. Business Services

1. Local Stand Alone Term – None Per Line/Per Month	\$39.99
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B. Business Bundled Services

1. Local/Unlimited Long Distance	
Term – None	
Per Line/Per Month	\$64.99
Term – 1 Year	
Per Line/Per Month	\$54.99
Term – 2 Years	
Per Line/Per Month	\$49.99
2. Local/Unlimited Long Distance/High Speed Dialup	
Term – None	
Per Line/Per Month	\$69.99
Term – 1 Year	
Per Line/Per Month	\$59.99
Term – 2 Years	
Per Line/Per Month	\$54.99

4.2. ADDITIONAL/MISCELLANEOUS CHARGES

4.2.1. Non-Recurring Charges

New Installation*	\$150.00
Move Service to new location*	\$75.00
One-Time Changes to Service	\$15.00
Installation of additional line*	\$75.00
Missed Appointment	\$75.00
Restoral charge	\$25.00
Conversion fee	\$25.00

* Customer must be available at scheduled install time

4.2.2. Trouble Isolation Charge

Trouble isolation and other repair Services are provided to Customers by the underlying Carrier, at the underlying Carrier's rates, terms and conditions, pursuant to the underlying Carrier's local tariff on file with the Commission. The Company bills Customers for trouble isolation and other repair costs at the underlying Carrier's tariffed rates.

4.2.3 Custom Calling Features

The following Custom Calling Features are available on a per-use and/or monthly basis, as indicated elsewhere in this tariff, at the rates and charges set forth below. The non-recurring charge is a one-time charge applied to the Customer's bill each time the Customer adds a feature to their account.

	Per Use	Monthly	Non-Recurring Charge
Anonymous Call Rejection (Privacy Manager)	N/A	\$5.99	\$5.00
Call Blocking (Call Screening)	N/A	\$5.00	\$5.00
Call Forwarding	N/A	\$5.00	\$5.00
Call Return (Automatic Call Back) (*69)	\$1.49	\$5.50	\$5.00
Call Trace	\$8.00	N/A	N/A
Call Waiting	N/A	\$6.00	\$5.00
Caller ID Per Call Blocking (*67)	\$0.00	N/A	N/A
Caller ID with Name	N/A	\$9.95	\$5.00
Repeat Dial (Busy Redial) (*66)	\$1.49	\$5.00	\$5.00
Speed Calling 8	N/A	\$5.00	\$5.00
Three-Way Calling	\$1.49	\$5.50	\$5.00
Remote Call Forwarding	N/A	\$11.50	N/A
Distinctive Ring	N/A	\$5.75	N/A
Voicemail	N/A	\$2.50	N/A

4.2.4 Special Extended Service Area Arrangements

One Way Optional Service To Milwaukee Metro Area

Rate Area 1	\$22.00
Rate Area 2	\$22.00

4.2.5 Additional Monthly Charges

Subscriber Line Charge (SLC), per line, per month	\$6.50
Local Number Portability (LNP), per month	\$0.16
Network Connectivity Charge	17.9% of usage charges, local charges and PIC fees

4.2.6 Directory Listing

Non-Published Listing, per month	\$5.00
Non-Listed Listing, per month	\$5.00
Additional Listing, per month	\$5.00

4.2.7. Directory Assistance

Directory Assistance, per usage	\$1.05
Directory Assistance Call Completion, per usage	\$0.50

4.2.8. Local Operator Services

Busy Line Verification and Interrupt Service:	
Per Busy Line Verification Request	\$1.00
Per Line Interruption Request	\$1.00

4.2.9. Presubscribed Interexchange Carrier Charge

Charge, per incidence	\$9.99
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4.2.10. Pay Telephone Surcharge

Charge per call	\$0.65
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4.3. 911 TELEPHONE SERVICE

4.3.1. General

911 Telephone Service allows Customers to reach appropriate emergency Services including police, fire and medical Services. The 911 Service includes lines and Central Office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone Central Office Areas arranged for 911 calling. If 911 Service is not available in an area, PNG shall make arrangements for the Customer to reach the appropriate emergency Services through dialing "0".

4.3.2. Regulations

- A. The Company is obligated to supply the E-911 Service provider in its Service area with accurate information necessary to update the E-911 database at the time the Company submits Customer orders to the local Exchange telecommunications company whose service is being resold pursuant to these tariffs.
- B. At the time the Company provides basic local Service to a Customer by means of the Company's own cable pair, or over any other exclusively owned Facility, the Company will be obligated to make the necessary equipment or Facility additions in order to accurately and properly update the database for E-911.

- C. The Company will be obligated to provide Facilities to route calls from the End Users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of Service configurations offered by the Company

4.4. ACCESS TO TELEPHONE RELAY SERVICES

Where required by the Commission, the Company will participate in telephone relay Services for Handicapped and/or hearing impaired End Users, and will comply with all regulations and requirements. The Company will impose any monthly surcharge or any other related charge upon its Local Exchange Service Subscribers as may be required by state law.

4.5. CALL BLOCKING SERVICE

Call Blocking Service is a Service that provides Customers with the capability to block originating calls to the 1-900 calling networks or 976 Services. When Call Blocking Service is requested, all originating calls to 900 numbers nationwide will be blocked. Calls to a 976 Service will also be blocked. Customers with Call Blocking Service attempting to dial a 900 number from a restricted line will reach an intercept announcement. Call Blocking is provided at no charge.

Customers are automatically provided with Collect Call, Person-to-Person and Third Number Billed Blocking upon Subscription to the Company's Services, at no charge.

4.6. SERVICE PROVIDER OPTIONS

4.6.1. No Primary Interexchange Carrier Option

Customers have the option of not selecting a toll provider as primary Carrier for IntraLATA and/or InterLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' services (i.e., 1010-XXX).

4.6.2. Two Primary Interexchange Carrier Option

Customers will be able to select one toll provider for IntraLATA toll calls and, if so desired, the same or another toll provider for InterLATA toll calls.

4.6.3. Preferred Carrier Freeze

The Company offers a free Service called Preferred Carrier Freeze (PCF). This Service is available to all Customers. PCF allows Customers to designate their local long distance (IntraLATA) provider, long distance (InterLATA) provider, and a Local Exchange Service provider as permanent choices which may not be changed absent further authorization from the Customer. The Company will send a letter to each Customer upon initiation or transfer of Service, which informs the Customer of the option to freeze his/her IntraLATA, InterLATA and local Service provider choice(s). At the time a Customer contacts the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

4.6.4. Carrier Change Charge

After the initial 30-day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge of \$9.99 per change, per line.

4.7. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group. Promotional offerings will be made a part of these T's & C's.

SECTION 5 – EXCHANGES SERVED

5.1. WBI EXCHANGES

Exchange	Exchanges in Extended Area Service Area
Algoma	Casco, Forestville, Kewaunee
Appleton	Black Creek, Hortonville, Kaukauna, Little Chute, Neenah-Menasha, Sherwood, Shiocton
Beaver Dam	Burnett, Columbus, Fox Lake, Horicon, Juneau, Randolph, Reeseville, Waupun
Beloit	Bergen, Clinton, Janesville, Orfordville, South Beloit, Il, South Bergen, Il
Big Bend	Caledonia, Cedarburg, Hartland, Menomonee Falls, Merton, Milwaukee, Mukwonago, Muskego, North Lake, Pewaukee, Sussex, Thiensville, Waukesha
Burlington	Bohners Lake, Waterford, Wheatland
Burnett	Beaver Dam, Horicon, Juneau
Caledonia	Big Bend, Cedarburg, Hartland, Menomonee Falls, Merton, Milwaukee, Muskego, North Lake, Pewaukee, Racine, Sussex, Thiensville, Union Grove, Waukesha
Cedarburg	Big Bend, Caledonia, Hartland, Menomonee Falls, Merton, Milwaukee, Muskego, North Lake, Pewaukee, Sussex, Thiensville, Waukesha
Chippewa Falls	Cadott, Eagle Point, Eau Claire, Elk Lake, Jim Falls
Columbus	Beaver Dam, Fall River
Delavan	Darien, Elkhorn, Lake Geneva, Walworth, Williams Bay
De Pere	Green Bay, Oneida, Wayside, Wrightstown
Eau Claire	Augusta, Chippewa Falls, Cleghorn, Elk Lake, Elk Mound, Fall Creek, Rock Falls
Ellsworth	Bay City, Hager City, Prescott, River Falls
Evansville	Footville
Fond Du Lac	Campbellsport, Eden, Johnsbury, Lomira, Mt. Calvary, Oakfield, Rosendale, St. Cloud, Van Dyne
Fort Atkinson	Jefferson, Sullivan, Whitewater
Genoa City	Lake Geneva, Twin Lakes
Green Bay	Abrams, Denmark, De Pere, Krakow, Luxemburg, Mill Center, New Franken, Oneida, Pulaski, Seymour, Wayside

Hartford	Neosho, Slinger
Hartland	Big Bend, Caledonia, Cedarburg, Delafield, Menomonee Falls, Merton, Milwaukee, Muskego, North Lake, Oconomowoc, Pewaukee, Sussex, Thiensville, Waukesha
Horicon	Beaver Dam, Burnett, Juneau, Mayville
Hortonville	Appleton, New London
Houlton	Hudson, St. Croix Beach, MN, Stillwater, MN
Hubertus	Jackson, Menomonee Falls, Merton, Slinger, Sussex
Hudson	Houlton, Roberts, River Falls, St. Croix Beach, MN (T)
Jackson	Hubertus, Slinger, West Bend
Janesville	Beloit, Clinton, Edgerton, Footville, Milton, Orfordville, Richmond
Jefferson	Fort Atkinson, Johnson Creek, Sullivan
Juneau	Beaver Dam, Burnett, Horicon
Kaukauna	Appleton, Little Chute, Sherwood, Wrightstown
Kenosha	Bristol, Parkside, Salem, Somers
Kewaunee	Algoma, Casco, Tisch Mills
Lake Geneva	Delavan, Elkhorn, Genoa City, Walworth, Williams Bay
Little Chute	Appleton, Kaukauna
Madison	Belleville, Black Earth, Brooklyn, Cottage Grove, Cross Plains, Deerfield, De Forest, Lodi, Mc Farland, Marshall, Middleton, Mount Horeb, Mount Vernon, Oregon, Poynette, Stoughton, Sun Prairie, Verona, Waunakee
Manitowoc	Collins, Mishicot, Newton, Newtonburg, Reedsville, St. Nazianz, Two Rivers, Valders, Whitelaw
Mayville	Horicon, Theresa
Menomonee Falls	Big Bend, Caledonia, Cedarburg, Hartland, Hubertus, Merton, Milwaukee, Muskego, North Lake, Pewaukee, Sussex, Thiensville, Waukesha
Menomonie	Boyceville, Colfax, Downsville, Elk Mound, Knapp, Spring Lake, Wheeler
Merton	Big Bend, Caledonia, Cedarburg, Hartland, Hubertus, Milwaukee, Menomonee Falls, Muskego, North Lake, Pewaukee, Sussex, Thiensville, Waukesha

Milwaukee	Big Bend, Caledonia, Cedarburg, Hartland, Menomonee Falls, Merton, Muskego, North Lake, Pewaukee, Sussex, Thiensville, Waukesha
Muskego	Big Bend, Caledonia, Cedarburg, Hartland, Menomonee Falls, Merton, Milwaukee, North Lake, Pewaukee, Sussex, Thiensville, Waukesha
Neenah-Menasha	Appleton, Larsen
Newburg	Port Washington, Waubeka, West Bend
New London	Bear Creek, Hortonville, Readfield
North Lake	Big Bend, Caledonia, Cedarburg, Hartland, Mapleton, Menomonee Falls, Merton, Milwaukee, Muskego, Oconomowoc, Pewaukee, Sussex, Thiensville, Waukesha
Oconomowoc	Delafield, Dousman, Hartland, Mapleton, North Lake, Sullivan
Omro	Oshkosh, Winneconne
Oshkosh	Omro, Pickett, Van Dyne, Winneconne
Parkside	Kenosha, Racine, Somers
Pewaukee	Big Bend, Caledonia, Cedarburg, Delafield, Hartland, Menomonee Falls, Merton, Milwaukee, Muskego, North Lake, Sussex, Thiensville, Waukesha
Port Washington	Belgium, Newburg, Waubeka
Racine	Caledonia, Parkside, Union Grove
Richmond	Janesville, Whitewater
River Falls	Ellsworth, Hudson, Prescott, Roberts
Roberts	Hudson, River Falls
Sheboygan	Cedar Grove, Cleveland, Howards Grove, Oostburg, Sheboygan Falls
Sheboygan Falls	Howards Grove, Sheboygan
Somers	Kenosha, Parkside, Union Grove
Stevens Point	Polonia
Stoughton	Madison
Sturgeon Bay	Baileys Harbor, Brussels, Egg Harbor, Forestville, Jacksonport, Little Sturgeon
Sussex	Big Bend, Caledonia, Cedarburg, Hartland, Hubertus, Menomonee Falls, Merton, Milwaukee, Muskego, North Lake, Pewaukee, Thiensville, Waukesha

Thiensville	Big Bend, Caledonia, Cedarburg, Hartland, Menomonee Falls, Merton, Milwaukee, Muskego, North Lake, Pewaukee, Sussex, Waukesha
Union Grove	Caledonia, Racine, Somers
Van Dyne	Fond Du Lac, Oshkosh
Watertown	Clyman, Johnson Creek, Lebanon, Reeseville
Waukesha	Big Bend, Caledonia, Cedarburg, Delafield, Geneseo, Hartland, Menomonee Falls, Merton, Milwaukee, Mukwonago, Muskego, North Lake, North Prairie, Pewaukee, Sussex, Thiensville
Waupaca	Scandinavia, Weyauwega
Waupun	Beaver Dam, Brandon
West Bend	Allenton, Jackson, Kewaskum, Newburg, Slinger, Waubeka
Whitewater	Fort Atkinson, Palmyra, Richmond
Williams Bay	Delavan, Elkhorn, Lake Geneva, Walworth
Winneconne	Omro, Oshkosh
Wrightstown	De Pere, Kaukauna, Wayside